



AT&T Contract Tariff Order Form

Customer Name (Full Legal Name): iBasis, Inc			AT&T Corp.		
(Customer)			(AT&T)		
Customer Address: 20 Second Ave			AT&T Address:		
			AT&T Contact Name:		
City Burlington	State MA	Zip Code 01803	City	State	Zip Code
			AT&T Contact Telephone Number:		

Customer hereby places an order for:

- ☒ New AT&T Contract Tariff (attachment required) ☐ Existing AT&T Contract Tariff No. _____ (attachment required)

Existing Pricing Plan Replacement/Discontinuance:

- ☐ Check here and identify below any AT&T CT or other AT&T pricing plan being discontinued in conjunction with this order. Also specify the CT No., Plan ID No. or Main Billed Account No. (Note: Charges may apply as specified in the plan being discontinued.)

- Services will be provided under the Contract Tariff ("CT") ordered hereunder, subject to the rates, terms and conditions in the CT as well as the AT&T tariffs (if any) referenced in the CT ("Applicable Tariffs"), as those Applicable Tariffs may be modified from time to time. In the event that a court or administrative agency of competent jurisdiction determines that any of the services provided pursuant to the CT are not tariffable, such services shall be treated as if de-tariffed. In accordance with the provisions of the CT.
- This Form (including its addenda, if any), the CT and the Applicable Tariffs constitute the entire agreement (collectively the "Agreement") between Customer and AT&T with respect to the services provided under the CT and supersede any and all proposals, representations, statements, or understandings, whether written or oral, concerning such services. In the event of any inconsistency between terms, the order of priority shall be the CT, then the Applicable Tariffs and finally this Form.
- Except to the extent that federal law applies, the construction, interpretation and performance of this Agreement shall be governed by the substantive law of the State of New York, excluding its choice of law rules.

YOUR SIGNATURE ACKNOWLEDGES THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THE PROVISIONS OF THIS AGREEMENT AND THAT YOU ARE DULY AUTHORIZED TO SIGN THIS AGREEMENT.

Customer
Full Legal Name: iBasis, Inc.
By: [Signature]
(Authorized Customer Signature)
JOSEPH L. ESSER
(Typed or Printed Name and Title)
Date: 1 May '00

AT&T Corp.
By: [Signature]
(Authorized AT&T Signature)
Michael H. Hrusch
(Typed or Printed Name and Title)
Date: 5/4/00

CPNI Customer Notice and Consent

You can help us offer you products and services tailored to your needs with a one-stop shopping experience. If you consent below, we could share your CPNI with groups within AT&T, its affiliates, and third parties to bring to your attention products and services that might interest you. CPNI (Customer Proprietary Network Information) includes telecommunications services information from your telephone bills or network services records related to the quantity, technical configuration, type, destination and amount, whether long distance, local, and/or wireless. Under federal law, you have a right and AT&T a duty to protect the confidentiality of CPNI. You may refuse to allow such use of your CPNI. This refusal will not affect the services that AT&T provides to you.

Your signature below approves AT&T's use of your CPNI as described above. It is valid until revoked. You may revoke approval at any time by providing written notice to AT&T at the address above. Your signature acknowledges that you are authorized to sign this consent.

Customer Signature: _____ Title: _____ Date: _____

Branch PID: _____ Branch Manager: _____ Customer ID (CID): _____ State: _____

AT&T COMMUNICATIONS
Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: Iiii

CONTRA 1. AITF NO. XXXX
Original Title Page

Effective: Eeee

** All material on this page is new. **

CONTRACT TARIFF NO. XXXX

TITLE PAGE

This Contract Tariff applies to AT&T Private Line Services and AT&T Local Channel Services for interstate or foreign communications in accordance with the Communications Act of 1934 as amended.

Telecommunication services provided under this Contract Tariff are furnished by means of wire, radio, satellite, fiber optics or any suitable technology or combination of technologies.

AT&T COMMUNICATIONS
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 Bridgewater, NJ 08807
 Issued: 1111

CONTRACT TARIFF NO. XXXX

Original Page 1

Effective: Eeee

** All material on this page is new.. **

CONTRACT TARIFF NO. XXXX

CHECK SHEET

The Title Page and Pages 1 through 5 inclusive of this tariff are effective as of the date shown.

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LISTS OF CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

Concurring Carriers - NONE

Connecting Carriers - NONE

Other Participating Carriers - NONE

EXPLANATION OF SYMBOLS - Coding of Tariff Revisions

Revisions to this tariff are coded through the use of symbols. These symbols appear in the right margin of the page. The symbols and their meanings are:

- R - to signify reduction.
- I - to signify increase.
- C - to signify changed regulation.
- T - to signify a changed in text but no change in rate or regulation.
- S - to signify reissued matter.
- M - to signify matter relocated without change.
- N - to signify new rate or regulation.
- D - to signify discontinued rate or regulation.
- Z - to signify a correction.

Other marginal codes are used to direct the tariff reader to a footnote for specific information. Codes used for this purpose are lower case letters of the alphabet, e.g., x, y and z. These codes may appear beside the page revision number in the page header or in the right margin opposite specific text.

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Bridgewater, NJ 08807
Issued: Iiii

CONTRA A TARIFF NO. XXXX
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Effective: Eeee

** All material on this page is new. **

TRADEMARKS AND SERVICE MARKS - The following marks, to the extent, if any, used throughout this tariff, are trademarks and service marks of AT&T Corp.

Trademarks
None

Service Marks
ACCUNET

EXPLANATION OF ABBREVIATIONS

Adm. - Administrator
IOCs - Inter Office Channels
kbps - kilobits per second
Mbps - Megabits per second

GENERAL PROVISIONS

I. Customer's Initial Service Date - The date on which the term of this Contract Tariff begins is referred to as the Customer's Initial Service Date (CISD). The rates and discounts specified in this Contract Tariff will apply commencing at the CISD. The CISD is the date that the Customer begins service under this Contract Tariff.

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Issued: 1111

CONTRACT TARIFF NO. XXXX
Original Page 3

Effective: Eeee

** All material on this page is new. **

CONTRACT TARIFF NO. XXXX

1. Services Provided:

- A. AT&T Private Line Services (AT&T Tariff F.C.C. No. 9)
- B. AT&T Local Channel Services (AT&T Tariff F.C.C. No. 11)

1.1. Initial Quantities - Beginning in the 4th month following the CRSD, the Initial Quantities of AT&T Private Line Service and AT&T Local Channel components are as follows:

Quantity	Service	From	To
1	45 Mbps TADS Half-Channel	Los Angeles, CA	Shanghai, China

2. Contract Term; Renewal Options - The term of this Contract Tariff (CT) is 24 months. No renewal option is available for this CT.

3. Minimum Revenue Commitment - Not Applicable.

4. Contract Price - The Contract Price for the Initial Quantities of AT&T Private Line and Local Channel Services components specified in Section 1.1., preceding, is \$95,000 per month.

5. Discounts - None

6. Classifications, Practices and Regulations

A. Except as otherwise provided in this Contract Tariff, the rates and regulations that apply to the Services Provided specified in Section 1., preceding, are as set forth in the AT&T tariffs that are referenced in Section 1., preceding, as such tariffs are amended from time to time.

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CONTRA TARIFF NO. XXXX
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Effective: 8888

** All material on this page is new. **

6. Classifications, Practices and Regulations (continued)

B. Monitoring Conditions - The Customer must satisfy the following Service Requirement which will be monitored on a monthly basis.

1. Beginning in the 4th month following the CISD, the Customer must have installed and keep in service throughout the remainder of the Contract Tariff Term all of the service components listed in Section 1.1., preceding.

If the Customer, during the Monitoring Period, has failed to satisfy the above Service Requirement, the customer will be billed an amount equal to 100% of the Contract Price. Any such bill must be paid by the Customer within 30 days.

C. Promotions, Credits and Waivers

The Customer is ineligible for any promotions, credits or waivers for the Services Provided under this Contract Tariff, which are filed or which may be filed in the AT&T tariffs specified in Section 1., preceding.

The following credits and waivers will be applied to the Customer's bill subject to the following limitations: (1) all credits and waivers apply only to the Services Provided under this CT and as specified below; (2) any waiver not applied by the end of the CT will be declared null and void; and (3) installation charge waivers apply only to new service components (unless otherwise specified below) and do not apply to service components disconnected and reconnected after the CISD. If any of the installed services components are disconnected prior to the end of the minimum retention period, AT&T will bill the Customer for the amount of the charges that had been waived under this section for each service component disconnected. Any such bill must be paid by the Customer within 30 days.

1. The following charges, as specified in AT&T Tariffs listed in Section 1., preceding, as amended from time to time, are waived.

(a) Nonrecurring Charges

I. The Installation Charges for all the service components specified in Section 1.1., preceding and the associated Function Connections.

(b) Recurring Charges

I The recurring charges for all the service components specified in Section 1.1., preceding in the 25th and 26th month following the CISD will be waived for that month. There is no minimum retention period associated with this credit.

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CONTRACT TARIFF NO. XXXX
Original Page 5

Effective: Eeee

** All material on this page is new. **

6. Classifications, Practices and Regulations (continued)

D. Discontinuance - In lieu of any Discontinuance With or Without Liability provisions that are specified in the AT&T tariffs referenced in Section 1., preceding, the following provisions shall apply.

The Customer may discontinue this Contract Tariff prior to the end of the Contract Tariff Term, provided the Customer replaces this Contract Tariff with another AT&T Contract Tariff for AT&T Tariff F.C.C. Nos. 9 and 11 Services having: (i) an equal or greater new monthly Contract Price/revenue commitment and (ii) a new term equal to or greater than the remaining term, but not less than 2 years.

If the Customer discontinues this Contract Tariff for any reason other than specified above, prior to the expiration of the Contract Tariff Term, a Termination Charge will apply. The Termination Charge will be an amount equal to 100% of the Contract Price for each remaining month of the Contract Tariff Term.

E. Other Requirements - Not Applicable

F. Availability - This Contract Tariff has been developed to respond to competitive circumstances affecting specific Customers who: (1) will order this Contract Tariff only once either by the Customer or any Affiliate of the Customer, which is any entity that owns a controlling interest in either the Customer or an Affiliate of the Customer, or any entity in which a controlling interest is owned by either the Customer or an Affiliate of the Customer and (2) order service within 30 days after the effective date of this Contract Tariff for initial installation of the Services Provided under this Contract Tariff within 60 days after the date ordered.

10/07/03 15:05 FAX 61736961

AT&T GROWTH

001

AT&T MASTER AGREEMENT MA No. 101417

iBasis, Inc.	AT&T Corp.
20 Second Ave Burlington MA 01803	55 Corporate Drive Bridgewater, New Jersey 08807
Name: Joe Essex Title: Director Telephone: 781.545.7575 Fax: 781.545.7300 Email: esj@ibasis.net	Master Agreement Support Team Email: mast@att.com

This Agreement consists of the attached General Terms and Conditions and all service attachments ("Attachments") attached hereto or subsequently signed by the parties and that reference this Agreement (collectively, this "Agreement"). In the event of a conflict between the General Terms and Conditions and any Attachment, the Attachment shall take precedence.

This Agreement shall become effective when signed by both parties and shall continue in effect for as long as any Attachment remains in effect, unless earlier terminated in accordance with the provisions of the Agreement. The term of each Attachment is stated in the Attachment.

SIGNATURE BELOW BY YOUR AUTHORIZED REPRESENTATIVE IS YOUR CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT

CUSTOMER: iBasis, Inc.

By: 

(Authorized Signature)

JOSEPH L. ESSEX

(Typed or Printed Name)

Director, Research

(Title)

25 Aug 03

(Date)

AT&T CORP.

By: 

(Authorized Signature)

R.J. PADOA-SCHIOPPA

(Typed or Printed Name) District Manager

(Title)

(Date)

9-14-03

FOR DAMAGES OTHER THAN THOSE SET FORTH ABOVE AND NOT EXCLUDED UNDER THIS AGREEMENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM OR IN THE AGGREGATE DURING ANY TWELVE (12) MONTH PERIOD AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS MADE BY YOU FOR THE AFFECTED SERVICE DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED. THIS SHALL NOT LIMIT YOUR RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

9.3 EXCEPT FOR THE PARTIES' ARTICLE 11 OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, PAIN AND SUFFERING, SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS.

9.4 AT&T ALSO SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY YOU OR THIRD PARTIES; SERVICE INTERRUPTIONS OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF YOUR, USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS.

9.5 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AT&T MAKES NO WARRANTIES, EXPRESS OR IMPLIED, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, EQUIPMENT PROVIDED BY AT&T IN CONJUNCTION WITH A SERVICE IS PROVIDED ON AN "AS IS" BASIS.

9.6 THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY: (a) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE; AND (b) WHETHER OR NOT DAMAGES WERE FORESEEABLE. THESE LIMITATIONS OF LIABILITY SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

10.0 TERMINATION

10.1 If a party fails to perform or obtains any material term or condition of this Agreement and the failure continues unremedied for thirty (30) days after receipt of written notice, (i) the other party may terminate for cause any Attachment effected by the breach, or (ii) where the failure is a non-payment by You of any charge when due, AT&T may, at its option, terminate or suspend Service or require a deposit under affected Attachments.

10.2 An Attachment may be terminated immediately upon written notice by: (i) either party if the other party has violated the other party's Marks, become insolvent or involved in a liquidation or termination of its business, like a bankruptcy petition, has an involuntary bankruptcy petition filed against it (i) not discharged within thirty (30) days of filing, become adjudicated bankrupt, or become involved in an assignment for the benefit of its creditors; or (ii) either party due to a material breach of any provision of Article 4.

10.3 You shall be responsible for payment of all charges under a terminated Attachment incurred as of the effective date of termination. You shall also be liable to AT&T for Termination Charges, if specified in a terminated Attachment, in the event that AT&T terminates under Section 10.1 or 10.2, or You terminate without cause.

10.4 Termination by either party of an Attachment does not waive any other rights or remedies it may have under this Agreement. Termination or suspension of an Attachment shall not affect the rights and obligations of the parties under any other Attachment.

11.0 FURTHER RESPONSIBILITIES

11.1 AT&T agrees to defend or settle any claim against You and to pay all Damages that a court may award against You in any suit, that alleges a Service infringes any patent, trademark, copyright or trade secret, except where the claim or suit arises out of or results from: Your or Users' Content; modifications to the Service or combinations of the Service with non-AT&T services or products; by You or others; AT&T's adherence to Your advice requirements; or, use of the Service in violation of this Agreement. You agree to defend or settle, at Your own expense and without prejudice to AT&T or AT&T's continued provisioning of the Service to You or others, all claims or suits against AT&T covered by the exceptions in the preceding sentence and shall immediately cease any activity which gives rise to the alleged infringement. The indemnifying party will also pay all Damages and costs that by final judgment may be assessed against the indemnified party due to infringement by the indemnifying party.

11.2 Whenever AT&T is responsible under Section 11.1, AT&T may at its option either procure the right for You to continue using, or may replace or modify the affected infringing Service so that the Service becomes noninfringing, but if those alternatives are not reasonably achievable, AT&T may terminate the affected Attachment without liability other than as stated in Section 11.1.

11.3 AT&T grants to You the right to permit Users to access and use the Services, provided that You shall remain solely responsible for the access and use by any User of the Services. You shall defend, indemnify and hold harmless AT&T from

and against all Damages arising out of third party claims relating to Your or Users' use of the Service or Content or performance of the Service.

11.4 The indemnified party under this Article 11: (i) must notify the other party in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent the other party is prejudiced thereby; (ii) shall have the right to participate in such defense or settlement with its own counsel and at its sole expense, but acknowledge that the other party shall have control of the defense or settlement; and (iii) shall reasonably cooperate with the defense.

12.0 GENERAL PROVISIONS

12.1 Any amendment, modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement shall not operate as a waiver of any other breach of this Agreement.

12.2 This Agreement may not be assigned by either party without the prior written consent of the other, except that either party may, without the other party's consent, assign this Agreement or any Attachment to a present or future Affiliate or successor, provided that any such assignment by You shall be contingent upon AT&T determining the assignee to be creditworthy and in compliance with any eligibility criteria for the Services. AT&T may subcontract work to be performed under this Agreement, but shall retain responsibility for all such work.

12.3 If any portion of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect and the parties shall promptly negotiate to replace invalid or unenforceable portions that are essential parts of the Agreement.

12.4 Any legal action arising in connection with this Agreement must begin within two (2) years after the cause of action arises.

12.5 All notices under this Agreement shall be in writing and either mailed by certified or registered mail, postage prepaid return receipt requested, sent by express courier or hand delivered and addressed to each party at the address set forth on the cover page of this Agreement and, if the notice relates to a specific Attachment, the address set forth in such Attachment, or such other address that a party indicates in writing.

12.6 State law issues concerning construction, interpretation and performance of this Agreement shall be governed by the substantive law of the State of New York, excluding its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

12.7 This Agreement does not provide any third party (including Users) with any remedy, claim, liability, reimbursement, cause of action or other right or privilege.

12.8 The respective obligations of You and AT&T, which by their nature would survive, claim, liability, reimbursement, cause of action or other right or privilege, including, without limitation, the obligations regarding confidentiality, publicity and Marks, and limitations of liability, shall survive termination or expiration.

12.9 THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SERVICES. THIS AGREEMENT SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS, STATEMENTS OR UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, OR THE RIGHTS AND OBLIGATIONS RELATING TO THE SERVICES. THIS AGREEMENT SHALL NOT BE CONTRADICTED, OR SUPPLEMENTED BY ANY WRITTEN OR ORAL STATEMENTS, PROPOSALS, REPRESENTATIONS, ADVERTISEMENTS, SERVICE DESCRIPTIONS OR YOUR PURCHASE ORDER FORMS NOT EXPRESSLY SET FORTH IN THIS AGREEMENT OR AN ATTACHMENT.

AT&T MA Reference No. 10417

**AT&T Contract Tariff Service Order Attachment
 Cover Page**

Basic, Inc.	AT&T Corp.	Mark Best
20 Second Ave. Burlington, MA USA 01803	55 Corporate Drive Bridgewater, New Jersey 08807	451 D Street, Flr 8 Boston MA USA 02210
Name: Joe Essex Title: Director Telephone: 781.506.7576 Fax: 781.506.7300 Email: joe@basinc.net	Master Agreement Support Team Email: masat@att.com url: http://ma.basinc.att.com/ Fax: 800-658-2582	Telephone: 617.369.6187 Fax: 617.369.6198 Email: jmbest@att.com Branch Manager: Rick Friedel Sales Strategy: Growth Sales Region: Eastern
20 Second Ave Burlington MA USA 01803	Master Customer Number (MCN):	
	Plan ID No.	

This Service Order Attachment (including its addenda, if any) is an Attachment to the Master Agreement between Customer and AT&T dated August 25, 2000, and is an integral part of that Agreement.

The domestic interstate services portion of the CT ordered hereunder has been detailed, and the contract between the parties shall consist of the Master Agreement and the relevant portions of the Contract Tariff ("CT") and referenced AT&T tariffs ("Applicable Tariffs"), as those Applicable Tariffs may be modified from time to time.

The international services portion of the CT ordered hereunder is still required to be tariffed as of the date this Attachment is signed, and the tariff between the parties shall consist of the relevant portions of the CT and the Applicable Tariffs, as those Applicable Tariffs may be modified from time to time. In addition, the following Sections of the Master Agreement shall apply: 4, 5, 7, 9.5, 12.1 and 12.5. In the event that a court or administrative agency of competent jurisdiction determines during the Term of the CT that any of the tariffed services are not tariffable or must be detariffed, then the detariffing provision in the Applicable Tariffs shall apply.

The order of priority in the event of inconsistency among terms shall be the CT, then the Master Agreement, and then the Applicable Tariffs.

Customer hereby places an order for:

☒ New AT&T Contract Tariff
 (attachment required)

☐ Existing AT&T Contract Tariff No.
 (attachment required)

☐ Refile of Existing AT&T Contract Tariff No.
 (attachment required)

Existing Pricing Plan Replacement/Discontinuation:

☐ Check here and identify any AT&T CT or other AT&T pricing plan being discontinued in conjunction with this order. Also specify the CT No., Plan ID No. or Main Billed Account No. (Note: Charges may apply as specified in the plan being discontinued.)
 CT No. _____ Plan ID No. _____ Main Billed Account No. _____

**CUSTOMER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS
 SERVICE ORDER ATTACHMENT AND AGREES TO BE BOUND BY THEM.**

AT&T PROPRIETARY

ibasis, Inc. WK-25853v1

AT&T COMMUNICATIONS
Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: 1111

08/24/00 6:02 PM
CONTRACT TARIFF NO. XXXI
Original Title Page

Effective: Eeee

** All material on this page is new. **

CONTRACT TARIFF NO. XXXX

TITLE PAGE

This Contract Tariff applies to AT&T Private Line Services and AT&T Local Channel Services for interstate or foreign communications in accordance with the Communications Act of 1934 as amended.

Telecommunication services provided under this Contract Tariff are furnished by means of wire, radio, satellite, fiber optics or any suitable technology or combination of technologies.

ILLUSTRATION

08/24/00 6:02 PM

ibasis, Inc. WK-25853v1
AT&T COMMUNICATIONS
Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: 1111

CONTRACT TARIFF NO. XXXX
Original Page 1
Effective: Eeee

** All material on this page is new... **

CONTRACT TARIFF NO. XXXX
CHECK SHEET

The Title Page and Pages 1 through 5 inclusive of this tariff are effective as of the date shown.

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LISTS OF CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

- Concurring Carriers - NONE
- Connecting Carriers - NONE
- Other Participating Carriers - NONE

EXPLANATION OF SYMBOLS - Coding of Tariff Revisions

Revisions to this tariff are coded through the use of symbols. These symbols appear in the right margin of the page. The symbols and their meanings are:

- R - to signify reduction.
- I - to signify increase.
- C - to signify changed regulation.
- T - to signify a changed in text but no change in rate or regulation.
- S - to signify reissued matter.
- M - to signify matter relocated without change.
- N - to signify no rate or regulation.
- D - to signify discontinued rate or regulation.
- Z - to signify a correction.

Other marginal codes are used to direct the tariff reader to a footnote for specific information. Codes used for this purpose are lower case letters of the alphabet, e.g., x, y and z. These codes may appear beside the page revision number in the page header or in the right margin opposite specific text.

18asis, Inc.

WK-25853v1

CONTRACT TARIFF NO. XXXX
Original Page 2AT&T COMMUNICATIONS
Adm. Rates and Tariffs
Bridgewater, NJ 08907
Issued: 1111

Effective: 1222

** All material on this page is new. **

TRADEMARKS AND SERVICE MARKS - The following marks, to the extent if any, used throughout this tariff, are trademarks and service marks of AT&T Corp.

Trademarks
NoneService Marks
ACCUNETEXPLANATION OF ABBREVIATIONS

Adm.	- Administrator
IOCs	- Inter Office Channels
Kbps	- Kilobits per second
Mbps	- Megabits per second

GENERAL PROVISIONS

I. Customer's Initial Service Date - The date which the term of this Contract Tariff begins is referred to as the Customer's Initial Service Date (CISD). The rates and discounts specified in this Contract Tariff will apply commencing at the CISD. The CISD is the date that the Customer begins service under this Contract Tariff.

ILLUSTRATIVE

Ipsatis, Inc.

NR-25853v1

CONTRACT TARIFF NO. XXXX
Original Page 3AT&T COMMUNICATIONS
Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: 1111

Effective: Eeee

** All material on this page is new. **

CONTRACT TARIFF NO. XXXX

1. Services Provided:

A. AT&T Private Line Services (AT&T Tariff F.C.C. No. 9)

B. AT&T Local Channel Services (AT&T Tariff F.C.C. No. 11)

1.1. Initial Quantities - Beginning in the 1st month following the
CISD, the Initial Quantities of AT&T Private Line Service and AT&T Local
Channel components are as follows:

Quantity	Service	Average Mileage
3	AT&T Terrestrial 45 Mbps Local Channels	2
3	Associated AT&T ACCUNET T45 Access Coordination Functions	
3	Associated AT&T ACCUNET T45 Access Connections	
3	Associated ACCUNET T45 M-28 Multiplexing Office Functions	

2. Contract Term; Renewal Options - The term of this Contract Tariff
(CT) is 24 months. No renewal option is available for this CT.

3. Minimum Revenue Commitment - Not Applicable.

4. Contract Price - The Contract Price for the Initial Quantities of
AT&T Private Line and Local Channel Services components specified in
Section 1.1., preceding, is \$9,350 per month.

5. Discounts - None

6. Classifications, Practices and Regulations

A. Except as otherwise provided in this Contract Tariff, the rates and
regulations that apply to the Services Provided specified in Section 1.,
preceding, are as set forth in the AT&T tariffs that are referenced in
Section 1., preceding, and such tariffs are amended from time to time.

iBasis, Inc.

WK-25853v1

AT&T COMMUNICATIONS

Adm. Rates and Tariffs

Bridgewater, NJ 08807

Issued: 1111

Effective: Eecs

** All material on this page is new. **

6. Classifications, Practices and Regulations (continued)

B. Monitoring Conditions - The Customer must satisfy the following Service Requirement which will be monitored on a monthly basis.

1. Beginning in the 1st month following the CISD, the Customer must have installed and keep in service throughout the remainder of the Contract Tariff Term all of the service components listed in Section 1., preceding.

If the Customer, during the Monitoring Period, has failed to satisfy the above Service Requirement, the Customer will be billed an amount equal to 100% of the Contract Price. Any such bill must be paid by the Customer within 30 days.

C. Promotions, Credits and Waivers

The Customer is ineligible for any promotions, credits or waivers for the Services Provided under this Contract Tariff, which are filed or which may be filed in the AT&T tariffs specified in Section 1., preceding.

The following credits and waivers will be applied to the Customer's bill subject to the following limitations: (1) credits and waivers apply only to the Services Provided under this CT and as specified below; (2) any waiver not applied by the end of the CT will be declared null and void; and (3) installation charge waivers apply only to new service components (unless otherwise specified below) and do not apply to service components disconnected and reconnected after the CISD. If any of the installed services components are disconnected prior to the end of the minimum retention period, AT&T will bill the Customer for the amount of the charges that had been waived under this section for each service component disconnected. Any such bill must be paid by the Customer within 30 days.

1. The following charges, as specified in AT&T Tariffs listed in Section 1., preceding, as amended from time to time, are waived.

(a) Nonrecurring Charges

1. The Installation Charges for all the service components specified in Section 1., preceding and the associated Function Connections.

Basis, Inc.

CONTRACT NO. XXXX
Original PageAdm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: Iiii

Effective: Eeee

** All material on this page is new. **

6. Classifications, Practices and Regulations (continued)

D. Discontinuance - In lieu of any Discontinuance With or Without Liability provisions that are specified in the AT&T tariffs referenced in Section 1., preceding, the following provisions shall apply.

The Customer may discontinue this Contract Tariff prior to the term of the Contract Tariff Term, provided the Customer replaces this Contract Tariff with another AT&T Contract Tariff for AT&T Tariff F.C.C. Nos. 9 and 11 Services having: (i) an equal or greater new monthly Contract Price/revenue commitment and (ii) a new term equal to or greater than the remaining term, but not less than 1 year.

If the Customer discontinues this Contract Tariff for any reason other than specified above, prior to the expiration of the Contract Tariff Term, a Termination Charge will apply. The Termination Charge will be an amount equal to 100% of the Contract Price for each remaining month of the Contract Tariff Term.

E. Other Requirements - Not Applicable

F. Availability - This Contract Tariff has been developed to respond to competitive circumstances affecting specific customers who: (1) will order this Contract Tariff only once either by the Customer or any Affiliate of the Customer, which is any entity that has a controlling interest in either the Customer or an Affiliate of the Customer, or any entity in which a controlling interest is owned by either the Customer or an Affiliate of the Customer and (2) order service within 30 days after the effective date of this Contract Tariff for initial installation of the Services Provided under this Contract Tariff within 60 days after the date ordered.

**AT&T****Interstate Dedicated Private Line Service****MONTHLY INVOICE**

AT&T
CUSTOMER CARE
1975 LAKESIDE PARKWAY, SUITE 350
TUCKER, GA 30084-5860

CHINA UNICOM
6F TOWER 3 HENDERSON CENTER
DONCHENG DISTRICT
BEIJING CHINA 10005

Billing Number: BJLY1162 01 001
Account Number: 8002-031-8574
Invoice Number: 1663370794

Invoice Date: 06-01-02
For billing inquiries: 1-877-800-1020 OR 1-770-908-6703
To place an order: 1-800-448-8600
For repair service: 1-888-288-4862

New Charges	Monthly Charges 06-01 through 06-30:	\$ 73,295.00	
	Prorated Charges/Credits:	\$ 0.00	
	One-Time Charges/Credits:	\$ 158,039.11	
	Total Charges:		\$ 231,334.11
	Federal Excise Tax:	\$ 0.00	
	State/Local Taxes and Surcharges:	\$ 1,320.29	
	Total Taxes and Surcharges on Charges:		\$ 1,320.29
	Total Charges, Taxes, and Surcharges:		\$ 232,654.40
Balance Brought Forward	Balance as of Last Monthly Invoice:	\$1,498,735.14	
	Payments Received:	\$ 0.00	
	Net Adjustments:	\$ 0.00	
	Balance Brought Forward:		\$1,498,735.14
Remittance Amount	Total Payable Upon Receipt:		\$1,731,389.54

If you don't have a signed contract, see **TERMS AND LIABILITY LIMITS (DIRECT DAMAGES ANNUAL MAXIMUM 1 MONTH PAYMENT AND NO INDIRECT DAMAGES)** at att.com/business/agreement. LATE CHARGES MAY APPLY TO PAST DUE BALANCES.

To ensure proper credit, please detach this portion and return with remittance.

Remittance Document
Interstate Dedicated Private Line Service

CHINA UNICOM
6F TOWER 3 HENDERSON CENTER
DONCHENG DISTRICT
BEIJING CHINA 10005

Address Correction: Please remit payments to:



AT&T
AT&T - P.O. BOX 78425
PHOENIX, AZ. 85062-8425



Account Number: 8002-031-8574
Invoice Number: 1663370794
Inquiry Center: USIOGMAA
Telephone Number: 1-877-800-1020

Invoice Date: 06-01-02

Amount Due: **\$1,731,389.54**

Amount Enclosed:

00000000 80020318574 1663370794 020601 0173138954



Interstate Dedicated Private Line Service

SUMMARY OF INVOICE CHARGES

Page Number: 2

CHINA UNICOM

Billing Number: BJ LY1162 01 001
 Account Number: 8002-031-8574
 Invoice Number: 1663370794
 Invoice Date: 06-01-02
 For billing inquiries: 1-877-800-1020 OR 1-770-908-6703

Description	Monthly Charges	Prorated Charges/Credits	One-Time Charges/Credits	Taxes and Surcharges	Total
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Circuit Charges**ACCUNET® 2.048 MBPS INTERNATIONAL SERVICE**

DUEK 583987 ATI	\$73,295.00	\$0.00	\$0.00	\$506.39	\$73,801.39
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REGULATORY CHARGES

UNIVERSAL CONNECTIVITY-DCS #	\$0.00	\$0.00	\$158,039.11	\$813.90	\$158,853.01
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Total Circuit Charges:	\$73,295.00	\$0.00	\$158,039.11	\$1,320.29	\$232,654.40
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Total This Account:	\$231,334.11			\$1,320.29	\$232,654.40
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Interstate Dedicated Private Line Service

ACTIVITY SUMMARY

Page Number: 3

CHINA UNICOM

Billing Number: BJLY1162 01 001
 Account Number: 8002-031-8574
 Invoice Number: 1663370794
 Invoice Date: 06-01-02

Description	Monthly Charges	Prorated Charges/Credits	One-Time Charges/Credits	Taxes and Surcharges
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Circuit Charges

Monthly, Prorated, and One-Time Charges/Credits for 06-01-02 thru 06-30-02

UNIVERSAL CONNECTIVITY-DCS			\$158,039.11	\$813.90
Total Circuit Charges:	\$0.00	\$0.00	\$158,039.11	\$813.90
Total This Account:	\$0.00	\$0.00	\$158,039.11	\$813.90
Total Activity Charges, Taxes and Surcharges:	\$158,853.01			



Interstate Dedicated Private Line Service

ACTIVITY REPORT

Page Number: 4

CHINA UNICOM

Billing Number: BJLY1162 01 001
 Account Number: 8002-031-8574
 Invoice Number: 1663370794
 Invoice Date: 06-01-02

Item No.	Description of Charge	Monthly Charges	Prorated Charges	One-Time Charges
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REGULATORY CHARGES
UNIVERSAL CONNECTIVITY

Circuit Number: UNIVERSAL CONNECTIVITY-DCS

1	UNIVERSAL CONNECTIVITY CHARGE-DCS Adjustment FROM DATE: 04/01/02 THRU DATE: 04/30/02			\$158,039.11
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Total This Activity:	\$0.00	\$158,039.11
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Total This Circuit:	\$0.00	\$158,039.11
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Total All Circuits:	\$0.00	\$158,039.11
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Total This Account:	\$0.00	\$158,039.11
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AT&T
CUSTOMER CARE
1975 LAKESIDE PARKWAY, SUITE 350
TUCKER, GA 30084-5860

MONTHLY INVOICE

CHINA UNICOM
ATTN:MR LI YONG BO
6/F OFFICE TOWER 3, HENDERSON CTR
NO 18, JIANGUOMEN NEI AVENUE
BEIJING CHINA

Billing Number: KB 361900 01 001
Account Number: 8002-167-4058
Invoice Number: 1663562236
Invoice Date: 06-01-02
For billing inquiries: 1-877-800-1020
To place an order: 1-800-448-8600
For repair service: 1-888-288-4862

New Charges	Monthly Charges 06-01 through 06-30:	\$	0.00	
	Prorated Charges/Credits:	\$	0.00	
	One-Time Charges/Credits:	\$	0.00	
	Total Charges:			\$ 0.00
	Federal Excise Tax:	\$	0.00	
	State/Local Taxes and Surcharges:	\$	0.00	
	Total Taxes and Surcharges on Charges:			\$ 0.00
Total Charges, Taxes, and Surcharges:				\$ 0.00

Balance Brought Forward	Balance as of Last Monthly Invoice:		\$342,409.93
	Payments Received:		\$ 0.00
	Net Adjustments:		\$320,476.41 ⁹
	Date	Amount	
	05-23	\$320,476.41	
Balance Brought Forward:			\$21,933.52

Remittance Amount	Total Payable Upon Receipt:	\$21,933.52
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If you don't have a signed contract, see **TERMS AND LIABILITY LIMITS (DIRECT DAMAGES ANNUAL MAXIMUM 1 MONTH PAYMENT AND NO INDIRECT DAMAGES)** at att.com/business/agreement. LATE CHARGES MAY APPLY TO PAST DUE BALANCES.

To ensure proper credit, please detach this portion and return with remittance.

Remittance Document

CHINA UNICOM
ATTN:MR LI YONG BO
6/F OFFICE TOWER 3, HENDERSON CTR
NO 18, JIANGUOMEN NEI AVENUE
BEIJING CHINA

Address Correction: Please remit payments to:



AT&T
AT&T - P.O. BOX 78425
PHOENIX, AZ. 85062-8425



Account Number: 8002-167-4058
Invoice Number: 1663562236
Inquiry Center: USIOGMAA
Telephone Number: 1-877-800-1020

Invoice Date: 06-01-02

Amount Due: **\$21,933.52**

Amount Enclosed:

00000000 80021674058 1663562236 020601 0002193352